



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt resolution authorizing the City Manager to enter into a Professional Services Agreement with Power Engineers, Inc. of Hailey, ID for performing the 'ARC FLASH STUDY' at Henning, Industrial, Killelea and McLane Substations (\$11,330.00) (EUD)

MEETING DATE: November 3, 2004

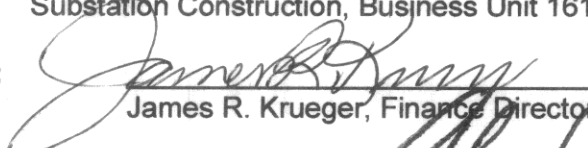
PREPARED BY: Electric Utility Director

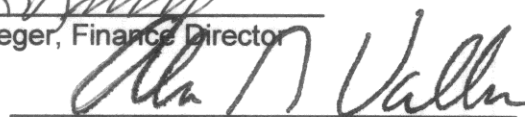
RECOMMENDED ACTION: That the City Council adopt a resolution authorizing the City Manager to enter into a Professional Services Agreement with Power Engineers, Inc. of Hailey, ID for performing the 'ARC FLASH STUDY' at Henning, Industrial, Killelea and McLane Substations (\$11,330.00).

BACKGROUND INFORMATION: Occupational Safety and Health Administration (OSHA) requires employers to assess the workplace to determine if hazards are present, or likely to be present, and select and have each employee use the types of personal protection equipment (PPE) that will protect them. National Electrical Code (NEC) states that equipment must be marked to warn qualified persons of potential electrical Arc-Flash hazards. The National Fire Protection Association (NFPA) 70E states that a flash hazard analysis must be performed in order to determine the level of hazard and appropriate personal protection equipment (PPE) for given tasks. For purposes of safety and accident prevention, EUD would like Power Engineers, Inc. to conduct the Arc Flash Study and submit recommendations for Henning, Industrial, Killelea and McLane Substation facilities in accordance with the Institute of Electrical and Electronics Engineers (IEEE) Standard 1584-2002 and NFPA 70E. Study will be executed as described in Power Engineers' proposal dated September 1, 2004.

FUNDING: Funding is available in the 2003-2005 Financial Plan and Budget Substation Construction, Business Unit 161657

Funding Approval:


James R. Krueger, Finance Director


Alan N. Vallow
Electric Utility Director

PREPARED BY: Demy Bucaneg, Jr. -PE, Sr. Power Engineer, Engineering & Operations

ANV/DB/1st
Attachments
cc: City Attorney

APPROVED: 
Janet S. Keeter, Interim City Manager

**PROFESSIONAL SERVICES AGREEMENT
FOR THE CITY OF LODI
BY POWER ENGINEERS, INC.**

Arc Flash Study

Power Engineers, Inc. (Power) agrees to enter into a Professional Services Agreement (Agreement) with the City of Lodi to provide Electrical Engineering Services to conduct Arc Flash Study for four (4) substations owned by the City of Lodi as stipulated in Power's proposal dated September 1, 2004 and on such terms and conditions as set forth in the draft Agreement for the provisions of professional services, as modified, attached hereto as Exhibit A. These facilities include Henning, Industrial, Killelea and McLane Substations. Power agrees to perform the work and submit all deliverables for a price of \$11,330.00 as shown in the September 1st proposal (Exhibit B). Furthermore, the services under this Agreement shall be completed no later than three (3) weeks following receipt of the Notice to Proceed.

Power shall furnish a certificate of insurance to the City of Lodi in accordance with Section 5.413, "Insurance Requirements for Contractor" (Public Liability and Property Damage Insurance) and Section 5.414, "Compensation Insurance" as well as the Hold Harmless condition of Section 5.409, "Responsibility for Damage" at the time the signed Agreement is returned to the City. Copies of each section referenced above are attached as Exhibit C and made a part of this agreement.

POWER ENGINEERS, INC.
An Idaho Corporation

By: _____

Date: _____

Title: Project Manager
Address: PO Box 1066
Hailey, Idaho 83333

Approved as to form:

D. Stephen Schwabauer
City Attorney

CITY OF LODI, CALIFORNIA
A California Municipal Corporation

By: _____

Date: _____

Title: Interim City Manager
Address: 221 W. Pine Street
Lodi, California 95240

Attest:

Susan J. Blackston
City Clerk



DRAFT-NOT FOR SIGNATURE

**AGREEMENT FOR THE PROVISION
OF PROFESSIONAL SERVICES**

Engineer: **POWER Engineers, Inc.**
 3940 Glenbrook Drive
 Hailey, Idaho 83333
 (208) 788-3456
 (208) 788-2082 (fax)

Client: **[Client]**
 [address]
 [phone and fax]

Project Name:

Project Location:

POWER Project Number:

[footer]

POWER ENGINEERS, INC.

3940 GLENBROOK DR. / P.O. BOX 1066
HAILEY, ID 83333

PHONE (208) 788-3456
FAX (208) 788-2082

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HAILEY, ID 83333

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AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

This Agreement for the Provision of Professional Services ("Agreement"), is entered into and effective this _____ day of _____, 2004, by and between POWER Engineers, Inc. (hereinafter "POWER") with its principal place of business at 3940 Glenbrook Drive, Hailey, Idaho 83333, and _____ (hereinafter "Client") with its principal place of business at _____.

SECTION 1: PERFORMANCE OF SERVICES

1.1 Scope Of Services

- (a) **Project Description.** The project for which the services will be performed is generally described as:

_____ and as outlined in _____ dated _____ ("Project").

- (b) **Services.** POWER shall perform the scope of services as outlined in Exhibit "A" ("Task Outline").

- (c) **Location of Project.** The Project is located in the state of _____.

- (d) **Contract Documents and Exhibits.** The following Exhibits are attached hereto and incorporated herein by this reference. This Agreement and the Exhibits shall be referred to as the "Contract Documents." In the event of any conflict, inconsistency or ambiguity between or among the Contract Documents, this Agreement shall govern and shall be interpreted in the following order of precedence:

- i. This Agreement
- ii. Exhibit "A"– Task Outline
- iii. Exhibit "B" – Schedule
- iv. Exhibit "C" – Budget
- v. Exhibit "D"– POWER Schedule of Charges

1.2 Schedule

The Services shall be completed by ____ [date] ____ or performed in accordance with the Schedule outlined in Exhibit "B".

1.3 Standard Of Care

POWER represents that it will perform its services in accordance with generally accepted professional practices existing at the time of performance for the locality where the services are performed. NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE RENDERING OF THE SERVICES PROVIDED.

1.4 Authorization To Perform

POWER represents it is appropriately licensed and registered to perform its Services in the location(s) contemplated by this Agreement.

1.5 Site Observation

If required within the scope of POWER's Services, POWER shall make visits to the site at intervals appropriate to the various stages of construction as POWER deems necessary in order to observe the progress of Contractor(s)' work. POWER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work. POWER shall not have any authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their Work. Accordingly, POWER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

It is understood and agreed that POWER shall have no constructive use or control of Owner's site, and therefore shall have no responsibility whatsoever for construction site safety. Such responsibility has been wholly vested in the general contractor.

SECTION 2: CLIENT RESPONSIBILITIES

Client shall timely provide all criteria and information as may be identified by POWER. POWER may use such information, requirements, reports, data, surveys and instructions in performing its Services and is entitled to rely upon the accuracy and completion thereof. Client shall designate a person to act with authority on Client's behalf with respect to all aspects of the project. Client shall examine and respond promptly to POWER's submittals and requests. Client shall give prompt written notice to POWER whenever Client observes or otherwise becomes aware of any defect in the Work.

SECTION 3: COMPENSATION

In consideration for the Services performed by POWER, Client shall pay POWER the compensation as set forth in the Budget, Exhibit "C" hereto ("Contract Price"). Invoices will be submitted by POWER periodically, approximately once a month and are due within thirty (30) calendar days of invoice date. If Client objects to all or any portion of an invoice, Client shall notify POWER within seven (7) calendar days of invoice date, identify

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POWER ENGINEERS, INC.

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the cause of disagreement, and pay when due that portion of the invoice not in dispute. All outstanding balances will accrue a finance charge of 1.0% per month for each month the invoice is outstanding.

With the exception of sales tax specifically relating to procurement, POWER shall pay its appropriate taxes, fees or assessments imposed by local, state, or federal government in effect at the time POWER renders its professional services. Any taxes, fees, or assessments enacted by local, state, or federal government subsequent to the date of this Agreement, will be added to amounts due to POWER under this Agreement.

SECTION 4: DELAYS

POWER shall not be responsible for delays caused by factors beyond POWER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of POWER's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond POWER's reasonable control occur, the Client agrees that POWER shall not be responsible for any damages, nor shall POWER be deemed to be in default of this Agreement. In the event of such delay, the Schedule shall be extended for a period of time equal to such delay and POWER shall be compensated for any costs, expenses or damages incurred as a result of such delay.

SECTION 5: CHANGES IN THE SCOPE OF WORK

5.1 Change Orders

- (a) Client, without invalidating this Agreement, may order changes in the scope of work consisting of additions, deletions, or other revisions, POWER's compensation and the design completion date being adjusted accordingly. All such changes in the Project shall be authorized by Change Order, signed by Client and POWER. POWER shall not be required to perform out-of-scope or extra work without its written approval.
- (b) A Change Order is a written order to POWER, signed by the Client (or its authorized agent) and POWER, issued after the execution of this Agreement, authorizing an addition, deletion, or revision in the Services or an adjustment in the Contract Price or the Schedule.
- (c) The increase or decrease in the Contract Price and change in Schedule resulting from a change in the Project shall be determined by mutual agreement.
- (d) If the parties are unable to agree to such change in POWER's Contract Price, POWER, upon receipt of

a written order signed by Client, shall promptly proceed with the Services involved. The cost of such additional Services shall then be determined on the basis of the actual time and expense incurred for performing the Services attributed to the change, charged at the rates set forth in the Schedule of Charges. In such case, POWER shall maintain a separate time and expense accounting for the additional Services. The amount of decrease in the Contract Price resulting from any deletion or change will be the amount of the actual net decrease computed by POWER. When both an increase and decrease occur in any one change order, the change in compensation shall be calculated by adding the increase or subtracting the decrease to arrive at a net change.

5.2 Changed Conditions

POWER's Services and any known conditions are as set forth in the Contract Documents. If conditions differ materially from those set forth in the Contract Documents, then the Contract Price and the Schedule shall be equitably adjusted by Change Order.

5.3 Differing Site Conditions

- (a) POWER's Services are based on certain conditions as set forth in the Contract Documents. POWER shall promptly notify Client of the following unforeseen conditions, hereinafter called "Differing Site Conditions."
 - i. Subsurface or latent physical conditions at the site of the Services differing materially from those indicated, described, or delineated in the Contract Documents; and
 - ii. Physical conditions at the site of the Services of an unusual nature differing materially from those ordinarily encountered and generally expected; and
 - iii. Hazardous or toxic materials.
- (b) Client shall promptly review the Differing Site Conditions to determine the necessity of obtaining additional explorations, tests, or engineering services with respect thereto, and shall advise POWER, in writing, of how the Client wishes to proceed. Such determination by Client shall be made within five (5) business days of notice from POWER of the Differing Site Condition(s). If the Client determines that because of the Differing Site Condition(s) a change in the Services is required, a Change Order shall be issued to reflect and document the consequences of the Differing Site Condition(s).
- (c) In each such case, an adjustment in the Contract Price or an extension of the Schedule, or any combination thereof, shall be granted to POWER to the extent any adjustment or extension is attributable to any such Differing Site Condition(s).

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SECTION 6: SUSPENSION AND TERMINATION

6.1 Suspension

In the event the Project is suspended for longer than thirty (30) days, POWER shall have the right to terminate this Agreement.

6.2 Termination For Cause

Either party shall have the right to terminate this Agreement should the other fail to cure any material breach of this Agreement within seven (7) days notice from the non-breaching party.

6.3 Termination For Convenience

Client shall have the right to terminate this Agreement for convenience after providing POWER seven (7) days written notice.

6.4 Termination Compensation

In case of such termination, POWER shall be paid:

- (a) For completed and acceptable Services executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Services;
- (b) For expenses sustained prior to the effective date of termination in performing Services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Services, plus fair and reasonable sums for overhead and profit on such expenses;
- (c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
- (d) For reasonable expenses directly attributable to termination.

SECTION 7: INDEMNIFICATION

POWER agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any claim, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by POWER's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom POWER is legally liable. Notwithstanding the above, POWER's obligation to defend, indemnify and hold harmless shall extend only to POWER's percentage of negligence contributing to such claim, damage, loss or expense on a comparative basis of fault and responsibility between POWER and Client. It is the express intent of this indemnity clause that POWER shall not be obligated to indemnify Client for Client's own negligence.

Client agrees, to the fullest extent permitted by law, to indemnify and hold POWER harmless from any claim,

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POWER ENGINEERS, INC.

damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising in whole or in part and in any manner from the acts or failure to act, omissions, breach or default of Client, or those of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. In addition, Client agrees to indemnify, defend and hold POWER harmless from or against any claim or allegation that any process, technology, equipment, materials or information provided by Client in connection with this Agreement constitutes an infringement of any U.S. patent, trade secret, trademark, copyright or other proprietary rights of any third party.

The indemnification obligations of POWER provided in this Section shall expire on the fifth year anniversary from the termination or completion of POWER's professional services provided under this Agreement.

SECTION 8: INSURANCE

8.1 Limits

During the performance of the Services under this Agreement, POWER shall maintain the following insurance:

- (a) General Liability insurance with bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate.
- (b) Automobile Liability insurance with bodily injury and property damage limits of not less than \$1,000,000 for each accident.
- (c) Workers' Compensation insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each occurrence.
- (d) Professional Liability insurance with limits of not less than \$1,000,000 annual aggregate.

8.2 Endorsements

Client shall be named as an additional insured on policies (a) and (b) listed above to the extent claims arise from the Services which are performed pursuant to this Agreement.

8.3 Proof Of Insurance

POWER shall furnish to Client a certificate of insurance evidencing the above and including a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Client.

SECTION 9: LIMITATION OF LIABILITY

Client agrees to limit POWER's liability for insurable events arising from POWER's performance to the

insurance limits stated in Section 8, above, or to the total compensation received by POWER under this Agreement, whichever is less. POWER's liability for non-insurable events including breach of contract or breach of warranty shall not exceed \$100,000.00.

Neither POWER nor Client nor either party's suppliers, agents, officers, and directors shall have any liability to the other party or any other person or entity for any indirect, incidental, special, or consequential damages whatsoever, including but not limited to loss of revenue or profit, loss of use, failure to realize anticipated profits or savings, loss of or damage to data or other commercial or economic loss, even if POWER has been advised of the possibility of such damages, such damages are foreseeable, or of potential claims by a third party.

SECTION 10: INDEPENDENT CONTRACTOR

POWER agrees it shall operate as an independent contractor and will not be an agent, joint venturer, partner or employee of the Client, nor will it be entitled to any employee benefits provided by the Client. POWER shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees as applicable.

SECTION 11: DOCUMENTS

11.1 Ownership and Reuse of Documents

- (a) The Client acknowledges that POWER's drawings and specifications, including all documents on electronic media, are instruments of service for use solely with respect to this Project and, unless otherwise provided, POWER shall be deemed the author of the drawings and specifications and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of the drawings and specifications for the Client's information, reference and use in connection with the Project. The Client agrees to waive any claim against POWER arising from any unauthorized transfer, reuse or modification of the drawings and specifications.
- (b) Electronic files furnished by POWER shall be subject to an acceptance period of thirty (30) days during which the Client agrees to review and/or perform appropriate acceptance tests. POWER shall correct any discrepancies or errors detected and reported within the acceptance period at no charge to the Client. After the acceptance period, the electronic files shall be deemed to be accepted and POWER shall have no obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the signed or sealed

hard-copy documents prepared by POWER and the electronic files, the hard-copy documents shall govern.

- (c) The Client agrees, to the fullest extent permitted by law, to indemnify and hold POWER harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any reuse or modification of the documents by the Client or any person or entity that acquires or obtains the documents from or through the Client.

11.2 Documents Supplied by Others

The parties agree that from time to time POWER may need information from Client for the rendering of the Services hereunder and Client agrees to provide POWER such information as is then available. Client recognizes that it is impossible for POWER to assure the sufficiency and accuracy of such information. Accordingly, Client waives any claim against POWER for liability or injury or loss allegedly arising from errors, omissions, or inaccuracies in documents, drawings, plans or data provided to POWER by Client or by other third parties. If any of the work or Services must be redone because of errors in drawings, plans, or data supplied to POWER, then POWER shall be compensated for such extra Services and the Schedule shall be adjusted accordingly.

SECTION 12: CONFIDENTIALITY

It is understood that the parties may supply to each other confidential or proprietary data during the performance of this Agreement. The parties agree to protect such data from disclosure to outside parties, except where access to such data is necessary for the purpose of performing the services hereunder. Such data shall be marked "Confidential" or "Proprietary" or defined as confidential or proprietary in a separate writing. This confidentiality requirement shall not apply to data that is known to the parties prior to the execution of this Agreement or is in the public domain. In the event such data is subpoenaed by court order, or other legal process, the receiving party shall notify the other party within five (5) business days of receipt of such court order or legal process.

SECTION 13: DISPUTE RESOLUTION

13.1 Exclusive Manner of Dispute Resolution

Unless otherwise agreed to by the parties, the sole means and method of resolving disputes shall be by mediation and arbitration as set forth in this Agreement. Any lawsuit filed to adjudicate a claim shall be promptly dismissed by the filing party.

13.2 Mediation

All controversies or claims arising out of or relating to this Agreement or breach thereof, except for claims which have been waived hereunder, shall first be

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submitted to mediation following the Commercial Mediation Rules published by the American Arbitration Association. Unless the parties agree otherwise, mediation shall be held in Boise, Idaho. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.

13.3 Arbitration

In the event mediation proves unsuccessful within sixty (60) days of the appointment of the mediator, then all claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration conducted by one (1) neutral arbitrator following the Construction Arbitration Rules published by the American Arbitration Association, unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable. The Arbitrator shall not have the authority to consider or award attorneys' fees, costs or punitive damages as part of the Arbitrator's Award. Unless the parties agree otherwise, arbitration shall be held in Boise, Idaho. Arbitration shall be final and binding. This Agreement to Arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction.

13.4 Notice

Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

13.5 Costs and Fees

The parties shall share equally the costs and fees of the mediator and arbitrator. Each party shall pay its own costs and attorneys' fees incurred in mediation or arbitration.

SECTION 14: MISCELLANEOUS

14.1 Notices

Any notice hereunder shall be deemed served immediately if hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed. Notices shall also be deemed served five (5) business days after transmittal by United States mail, or within two (2) days if by any overnight service(s), to the business address identified below:

For POWER:

For Client:

14.2 Applicable Law and Venue

This Agreement and all rights, obligations, liabilities, and responsibilities of the parties hereto shall be governed by, construed, and enforced in accordance with the laws and venue of the State of California.

14.3 Subcontractors

At its request, Client shall have the right to pre-approve the subcontracting of any services to be performed under this Agreement, which approval shall not be unreasonably withheld.

14.4 Successors and Assigns

Client and POWER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement. This Agreement shall not be assigned by either party without the other party's express written consent. Provided, however, POWER shall be entitled to subcontract portions of its work to other companies in which POWER has an ownership interest without first obtaining the written consent provided for under this Section.

14.5 Equal Employment Opportunity

POWER and Client expressly agree not to discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, or disability and shall during the performance of this Agreement comply with all applicable Executive Orders and federal regulations.

14.6 Entire Agreement

The terms and conditions herein represent the entire agreement between the parties, and shall not be modified except by written instrument duly executed by both parties.

14.7 Severability

If any provision of this Agreement is held to be in violation of any applicable law rendering such provision void and unenforceable, such provision shall be deemed severed from the Agreement and the remainder of the Agreement shall remain in full force and effect.

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14.8 Survival of Obligations

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.9 Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed as of the date first above written.

Client**By:** _____**Printed:** _____**Title:** _____**POWER Engineers, Inc.****By:** _____**Printed:** _____**Title:** _____

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POWER ENGINEERS, INC.3940 GLENBROOK DR. / P.O. BOX 1066
HAILEY, ID 83333

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**POWER ENGINEERS, INC.**

ENERGY, FACILITIES, COMMUNICATIONS

9320 SW BARBUR BOULEVARD
SUITE 200
PORTLAND, OR 97219-5499
503-244-9321
503-244-9352

PHONE
FAX

September 1, 2004

Jess Kerekes
Electrical Technician
City of Lodi Electric
1331 South Ham Lane
Lodi, CA 95242

Subject: City of Lodi Arc Flash Study

Dear Jess:

The following is our proposal for the arc flash study on the City of Lodi substations.

Scope of Work

It is presumed that due to the fact that the four substations owned by the City of Lodi (Henning, Industrial, Killelea, and McLane) are all within close proximity to each other both electrically and physically, the fault currents on their 60 kV buses should be very close in magnitude. Since Lodi has standardized their 60/12 kV transformers, the fault currents on the 12 kV buses of all the stations should also be very close in magnitude. These values are readily available so a computer model of the Lodi system is not required.

Using the existing relay settings in use in these stations, a worst case scenario will be developed consisting of the highest fault currents and longest relay operation times for both the 60 kV and 12 kV buses. This data will then be used in conjunction with National Fire Protection Association (NFPA) Standard 70E and/or IEEE Standard 1584 to determine the arc flash hazard for the 60 kV and 12 kV areas of the aforementioned substations. This will then be used to determine the PPE required for close proximity live bus maintenance, as well as the boundary distance required for use with only hardhat and safety glasses.

In addition to analysis of the substation yard, the automatic disconnect switches, AC and DC power, and control panels will be analyzed. The power and control panels will be analyzed, where possible, using tables in NFPA 70E and IEEE 1584 to minimize the calculations required.

The following document submittals are included:

- Electrical Studies Results Document – Three paper copies for use

The Electrical Studies Results Document consists of:

- Tables listing:
 - ◆ The hazard categories of all areas studied within each station
 - ◆ The arc flash boundaries of all areas studied within each station
 - ◆ The PPE (Personal Protective Equipment) required for all areas studied within each station when working on energized parts.
- Methodology of how the hazard categories, flash boundaries, and PPE were derived.
- Source data used to perform the study.

City of Lodi Electric
September 1, 2004
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Data required from Lodi:

- Maximum fault currents (three-phase and single-line-to-ground) for all 60 kV and 12 kV buses at all stations.
- Relay settings for all devices at all stations that will be able to clear a 60 kV or 12 kV fault.

Budget

The budget of \$11,330 for the scope of work described above is based on POWER's 2004 fee schedule. This includes computer or software charges and 104 hours of labor. The labor hours break down to 32 hours of Project Engineer, 66 hours of Engineer III, and 6 Hours of Staff Assistant.

Schedule

To be determined by availability of field gathered data from Lodi. A typical schedule, not including review periods, would be 3 weeks after receipt of necessary information.

Required Data

Following is a list of data that will be required. As the work progresses the need for additional data may be identified.

- Plant electrical drawings. These drawings should show but not be limited to:
 - ◆ AC and DC one-lines and three-lines.
- Maximum available short circuit current at the Henning, Industrial, Killelea, and McLane Substations
- Transformer nameplate data

Terms and Conditions

POWER's standard services contract or other mutually agreeable terms and conditions.

Sincerely,

John Squire

JS/js

cc: John McGrew
Jeff Mann
Larry Henriksen

5-409 Responsibility for Damage The City of Lodi, the City Council, all officers and employees or agent shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either work personnel or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or any time before final acceptance with the exception of those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or employees.

The Contractor shall indemnify and save harmless the City of Lodi, the City Council, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents. The City Council may retain as much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

5-413 Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. <u>COMPREHENSIVE GENERAL LIABILITY</u>	2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Occurrence/Aggregate	\$1,000,000 Bodily Injury - Ea. Person \$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage Ea. Occurrence/Aggregate	\$1,000,000 Property Damage - Ea. Occurrence
or	or
\$1,000,000 Combined Single Limits	\$1,000,000 Combined Single Limits

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written contract with the City of Lodi. (This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.
- (e) Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

5-414 Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

RESOLUTION NO. 2004-235

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH POWER ENGINEERS, INC.,
FOR PERFORMING THE "ARC FLASH STUDY" AT HENNING,
INDUSTRIAL, KILLELEA, AND MCLANE SUBSTATIONS

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to enter into a professional services agreement with Power Engineers, Inc., for performing the "Arc Flash Study" at Henning, Industrial, Killelea, and McLane Substations at a cost not to exceed \$11,330.00.

Dated: November 3, 2004

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I hereby certify that Resolution No. 2004-235 was passed and adopted by the Lodi City Council in a regular meeting held November 3, 2004, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Howard, Land, and
Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Beckman

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk